

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
A [REDACTED] A [REDACTED] (an infant under the age of 16
years, by his father and natural guardian, ERNIE
GENERAL,

Plaintiff,

-against-

THE CITY OF NEW YORK, POLICE OFFICER
CORY SMITH (shield #782) and POLICE OFFICER
RENZO SILVA (shield #21635),**STIPULATION OF
SETTLEMENT AND
DISCONTINUANCE**08-CV-1246
(KAM)(SMG)

Defendants.

-----X

WHEREAS, plaintiff Ernie General commenced this action on behalf of his
infant son A [REDACTED] A [REDACTED] by filing a complaint on or about March 27, 2008, alleging, *inter
alia*, violations of his state law rights and his civil rights pursuant to 42 USC § 1983; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's
allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation,
without further proceedings and without admitting any fault or liability;

WHEREAS, plaintiff has authorized his counsel to settle this matter on the terms
set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
and between the undersigned, as follows:

1. This above-referenced action is hereby dismissed with prejudice, and
without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff [REDACTED] [REDACTED] the total sum of THIRTY FIVE THOUSAND DOLLARS (\$35,000.00) in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against the City of New York, Renzo Silva, and Cory Smith, and to release the defendants and any present or former employees or agents of the New York City Police Department and the City of New York, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a release based on the terms of paragraph "2" above and an Affidavit of No Liens.

4. Settlement of this action is conditioned on compliance with the provisions set forth in Rule 83.2(a) of the Local Civil Rules of this Court ("Settlement of Actions by or on Behalf of Infants or Incompetents, Wrongful Death Actions, and Conscious Pain and Suffering Actions") and Rule 1207 et seq. of the Civil Practice Laws and Rules for the State of New York.

5. Nothing contained herein shall be deemed to be an admission by the City of New York that it has in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

6. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.

7. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
November 24, 2008

Law offices of Wale Mosaku, ~~Esq.~~ P.C.
Attorney for Plaintiffs
25 Bond Street, 3rd Floor
Brooklyn, N.Y. 10118
(718) 643-2900

By:


Wale Mosaku, Esq. (WM)
A.M. 5872

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
Attorney for Defendants
100 Church Street
New York, N.Y. 10007
(212) 788-1895

By:


Jessica T. Cohen (JC 0044)
Assistant Corporation Counsel

SO ORDERED:

STEVEN M. GOLD, U. S. M. J.